

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>ARTISTIC FRAMING, INC.</b>	)	
<b>an Illinois corporation,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>Vs.</b>	)	<b>NO: 12-CV-06997</b>
	)	
<b>HOSPITALITY RESOURCES, INC.,</b>	)	<b>Honorable Judge Presiding:</b>
<b>A Georgia corporation, and M. DANIEL</b>	)	<b>Sharon Johnson Coleman</b>
<b>MILLS, Individually,</b>	)	
	)	
<b>Defendant.</b>	)	

**UNOPPOSED MOTION TO ENTER JUDGMENT AND INJUNCTION  
AND TERMINATE LAWSUIT**

NOW COMES PLAINTIFF, ARTISTIC FRAMING, INC., by and through its attorney, Ronald H. Balson, and moves for the entry of the orders attached hereto as Exhibits A and B, and termination of the litigation. In support thereof, Movant states as follows:

1. That the parties hereto have concluded settlement discussions resulting in a signed Settlement and Release Agreement ("Agreement"). By the terms of said Agreement, the parties have resolved all pending disputes.
2. The Agreement provides for continued existence of the business relationship between the parties through at least December 31, 2015. The Agreement further provides for terms and conditions under which said continued business relationship will operate.
3. By the terms of the Agreement the parties have agreed to the entry of a money judgment in favor of Plaintiff and against both Defendants, as provided on the attached Exhibit

A. The Agreement provides for the manner in which said money judgment may be enforced, if at all.

4. Because the parties have agreed to continue in a business relationship which requires Defendants to use Plaintiff as its exclusive supplier of certain Products, as defined in the Agreement, they have provided in the Agreement for the entry of an injunction as provided on the attached Exhibit B. The Injunction shall be entered immediately and shall remain in force until the earliest of the Settlement Amount/Judgment being paid or December 31, 2015.

5. After the entry of the money judgment and the injunction, and by reason of the execution of the Agreement, the parties have resolved all pending disputes and therefore, seek to terminate the litigation without further costs or fees.

6. Defendants, through their attorney, have advised Plaintiff that they do not oppose this motion.

WHEREFORE, Plaintiff Artistic Framing, Inc. prays that this court enter the orders attached hereto as Exhibits A and B and terminate the litigation, all pursuant to the Agreement.

RESPECTFULLY SUBMITTED:

ARTISTIC FRAMING, INC.,

BY: /s/ Ronald H. Balson  
RONALD H. BALSON, Its Attorney

**ATTORNEY FOR PLAINTIFF:**  
**RONALD H. BALSON**  
**STONE POGRUND & KOREY LLC**  
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**EXHIBIT A**  
**JUDGMENT ORDER**  
**(ON FOLLOWING PAGE)**



**EXHIBIT B**  
**INJUNCTION ORDER**  
**(ON FOLLOWING PAGE)**

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<b>ARTISTIC FRAMING, INC.</b>	)	
<b>an Illinois corporation,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>Vs.</b>	)	<b>NO: 12-CV-06997</b>
	)	
<b>HOSPITALITY RESOURCES, INC.,</b>	)	<b>Honorable Judge Presiding:</b>
<b>A Georgia corporation, and M. DANIEL</b>	)	<b>Sharon Johnson Coleman</b>
<b>MILLS, Individually,</b>	)	
	)	
<b>Defendants.</b>	)	

**INJUNCTION ORDER**

THIS CAUSE having come to be heard by stipulation of the parties, by their respective attorneys, and the Court being advised in the premises, does hereby find:

1. That Plaintiff, ARTISTIC FRAMING, INC., and Defendants, HOSPITALITY RESOURCES, INC., and M. DANIEL MILLS, were parties to a certain Exclusive Manufacturing and Supply Contract dated December 7, 2011.
2. That Plaintiff has filed the above-captioned lawsuit alleging that Defendants have breached said agreement on several occasions, including contracting with an entity known as IHG, all in contravention of the Contract. Plaintiff alleges that the breaches of contract have caused irreparable harm and are not adequately remedied with an award of damages at law. Defendants have stipulated to said allegations in accordance to a Settlement and Release Agreement (“Agreement”) Plaintiff and Defendants have entered into by which they intend to settle their dispute, terminate the previous contract and enter into a new Exclusive Manufacturing and Supply Agreement, and dismiss this case.

3. The Agreement provides that a judgment shall be entered in favor of Plaintiff and against Defendants and that an injunction order shall also be entered, strictly prohibiting HOSPITALITY RESOURCES, INC., M. DANIEL MILLS, or any entity with which either Defendant is associated, from violating the exclusivity provisions of the Agreement, as specified below.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. That Defendants Hospitality Resources, Inc. and M. Daniel Mills, for themselves and any entity through which they may do business, are strictly enjoined and prohibited from ordering or purchasing framed pictures, moulding, prints, framed mirrors, unframed mirrors and unframed pictures for themselves or their clients and customers from any source other than Artistic Framing, Inc, unless allowed pursuant to the terms of the Agreement.

2. That this injunction order shall be in effect from the date hereof until December 31, 2015, or sooner by agreement of the Parties.

DATED:

ENTER:

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JUDGE

**CERTIFICATE OF SERVICE**

I, RONALD H. BALSON, the attorney, certify that on the 20<sup>th</sup> day of November, 2013, I caused this Notice of Filing and accompanying Report of the Parties Proposed Case Management Schedule to be served on the counsel for Defendant via the CMECF Electronic Filing System.

[x] Under penalties as provided by law pursuant to 735 IL ILCS 5/1-109 I certify that the statements set forth herein are true and correct.

**/s/ Ronald H. Balson**

ATTORNEY FOR PLAINTIFF:

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